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Mr. DAVIS His CASE,

Upon the APPAL of Mr. THOMAS SKINNER.

1655. **O**ne *George Walters* became indebted to *Thomas* and *Daniel Skinner*, for Freight of Soldiers, &c. upwards of 2000 *l.* whereof 5 twelfth parts were due to *Daniel*, and the rest to *Thomas*; and *Thomas* assigned the Debt to *Daniel*, as a Security for Moneys due from him to *Daniel*, and Impowers him Recover, or Compound the Debt.

1657. Afterwards, *Daniel* comes to an Agreement with *Walters*, concerning his said Debt; whereof *Walters*, in satisfaction of his whole Debt, was to convey to *Daniel*, a third part of such Lands in *Ireland* as should be assigned by *Cromwell*; which Lands were in the whole, to be of the value of 5638 *l.* 7 *s.* 5 *d.* the third part whereof, came to 1879 *l.* 7 *s.* 5 *d.* and if no such assignment should be made by *Cromwell* to *Walters*; then *Daniel* was to have a third part of such other Satisfaction, as *Walters* should receive from *Cromwell*, in satisfaction of his Demands from him; And *Walters* gives two Judgements, one in *England*, the other in *Ireland*; Each of them of 4000 *l.* Defeazanced for performance of the said Agreement.

Afterwards, *Daniel* takes out an Execution upon the Judgement in *Ireland*; Upon which, the Sheriff of *Cork* seizeth Land in *Ireland*, which *Walters* held by Lease of the Earl of *Anglesey*, and by virtue of a Writ of *Vendiconis Exponas*, Sells the same to *Daniel* for 1000 *l.* part of the said Debt: And thereupon, in June 1662, *Walters* and *Daniel* came to an agreement, that *Daniel* should make a Lease of those Lands to Mr. *Davis*, in Trust for *Walters* for 12 years, from Midsummer-day 1664, at 150 *l.* per Annum. And if *Walters* should at any time within the said 12 years pay to *Daniel* 2200 *l.* (which was agreed to be the whole Debt due from *Walters*) then *Daniel* was to re-convey the said Lease to *Walters*, and to discount to him 18 *l.* per Annum, for so long time as *Davis* should pay his Rent.

Daniel makes a Lease to Mr. *Davis* accordingly: But *Daniel* having before let those Lands to Mr. *Manley* who was then in possession, the said *Manley* kept *Walters* out of possession, nevertheless Mr. *Davis* was Sued for he Rent, and was compelled to pay the same, and also to discharge several Precedent Incumbrances; whereby, and for Money he had lent to *Walters*, He was in Disburse several Hundred pounds; And thereupon *Davis* pay'd the whole Debt to *Daniel*, together with His Charges: And *Daniel* hath accounted to the said *Thomas* for his Seven Twelfth parts thereof.

1671. All which appearing at the Hearing of the Cause in the Court of *Exchequer*, that Court declared, that Mr. *Davis* ought not to be further troubled concerning the said *Thomas* his Bill, but that he should be left out of the account.

From which Order the said *Thomas* hath appealed, endeavouring thereby to compel *Davis* to pay the same Moneys which he hath paid to *Daniel*, for the said Debt, although *Daniel* hath charged himself in the accompt before the Auditor, with *Thomas*'s proportion of the said Moneys.

